

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

GRUPO AEROMÉXICO, S.A.B. de C.V., *et al.*,

Debtors.

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

**RESPONSE TO DEBTORS' MOTION TO DISALLOW AND EXPUNGE
CERTAIN PROOFS OF CLAIM**

Aaron Fellmeth
8218 N 13th Avenue
Phoenix, AZ 85021
Telephone: 480.241.8414
spam@fellmeth.net

Claimant, Responding Pro Se

1. Claimant Aaron Fellmeth (“Claimant”) reiterates the allegations in the Proof of Claim (Claim Number 0000010434), Form 410, filed on December 13, 2020, in the above-captioned matter. As stated therein, the Claimant purchased a one-way airfare ticket in the amount of \$241.90 from Debtor Grupo Aeroméxico SAB de CV or one of its agents (“Aeromexico”) through its U.S. website on December 6, 2019, for travel on June 17, 2020, from Villahermosa to Mexico City. This payment included a \$51.00 fee for an additional bag. Between the purchase date and travel date, travel between the United States and Mexico, and consequently Claimant’s potential for using the ticket, was rendered impossible by the advent of the COVID-19 pandemic and travel regulations issued in both the United States and Mexico.

2. Because Claimant was unable to use the ticket, Claimant requested a refund of the ticket price from Aeromexico in or about late April 2020. On May 12, 2020, Aeromexico replied by refusing to refund the ticket price. Instead, it proposed to leave the ticket “open” until April 30, 2021, but incoherently also demanded that Claimant must travel before Feb. 28, 2021. At this time, no vaccine for COVID-19 was available to Claimant, and travel restrictions remained in place between the United States and Mexico.

3. Claimant accordingly replied the same day by insisting that the ticket must be refunded due to impossibility of performance. Aeromexico failed to respond to the renewed request. Claimant has never been able to use, and has never used, the ticket purchased from Aeromexico. Nor has Claimant been paid, reimbursed, or otherwise compensated for the payment made to Aeromexico for services Aeromexico has never performed. Therefore, Aeromexico’s debt to Claimant has not been satisfied and may not be legally discharged.

4. Based on the preceding facts and the evidence presented in the Proof of Claim, which substantiates all allegations herein, the Debtors' objection is meritless and Claimant therefore respectfully requests that the Court dismiss the Debtors' Motion.

5. The Claimant respectfully requests to be excused from attending the November 16th hearing, because the Claimant is obligated to teach courses at the Sandra Day O'Connor College of Law at the time of the scheduled hearing.

6. The Claimant further requests that the Court consider imposing sanctions on Mr. Ricardo Javier Sánchez Baker, who has falsely stated in a sworn Declaration to this Court that Claimant's claim had been satisfied and paid.

Respectfully submitted by



Aaron X. Fellmeth

Oct. 6, 2021
Date

I hereby state and represent under penalty of perjury that this Response has been served on the following parties hereto by email this 6th day of October, 2021:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attn: Timothy Graulich (timothy.graulich@davispolk.com)
Stephen D. Piraino (stephen.piraino@davispolk.com)
Erik P. Jerrard (erik.jerrard@davispolk.com)
Richard J. Steinberg (richard.steinberg@davispolk.com)

Counsel to the Debtors

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Attn: Brett H. Miller (bmiller@willkie.com)
Todd M. Goren (tgoren@willkie.com)
Craig Damast (cdamast@willkie.com)
Debra M. Sinclair (dsinclair@willkie.com)

Counsel to the Official Committee of Unsecured Creditors



Aaron X. Fellmeth

Oct. 6, 2021
Date